



Interoffice Memorandum

January 9, 2019

TO: Mayor Jerry L. Demings  
and the Board of County Commissioners

FROM:  Mark V. Massaro, P. E., Director, Public Works Department 

CONTACT PERSON: **Christine N. Lofye, P.E., Manager**   
**Traffic Engineering Division**

PHONE NUMBER: (407) 836-7891

SUBJECT: **School Impact Fee Agreement for Radius f/k/a/ Banner  
Application #18-001**

The alternative school impact fee calculation for Radius f/k/a Banner, a multi-family apartment complex located within the City of Orlando, was reviewed and approved by the Impact Fee Committee, in consultation with The Orange County School Board and the City of Orlando, on February 8, 2018.

The School Impact Fee Code governs school impact fees throughout Orange County, including within municipalities.

The impact fee variables approved by the Committee to be used to calculate the alternative impact fee for this development are:

Variable	Alternative School Impact Study Results (389 DU)	Ordinance Rate Multi-Family
Student Generation Rate (SGR) (students per DU)	0.0284	.2810
Student Threshold (students)	11	109.309

The alternative school impact fee utilizing the above variables and based on 389 multi-family units is \$598.25 per unit. This rate differs from the applicable ordinance rate of \$5,919.27 per unit (per Ordinance Rate Schedule of January 1, 2017 to present). The alternative school impact fee for 389 units totals \$232,719.25 and will be paid directly to the City of Orlando at the time of building permit issuance. Monitoring will be conducted by The Orange County School Board.

January 9, 2019

SUBJ: **School Impact Fee Agreement for Radius f/k/a/ Banner  
Application #18-001**

Page 2

This agreement has been approved in form by the County Attorney's Office.

**Action Requested: Approval and execution of School Impact Fee Agreement regarding an alternative impact fee calculation for Radius f/k/a Banner by and among Radius Owner, LLC; City of Orlando; The School Board of Orange County, Florida; and Orange County. District 5.**

MVM/CNL/LT

BCC Mtg. Date: January 29, 2019

1 THIS INSTRUMENT PREPARED BY  
2 AND AFTER RECORDING RETURN TO:

3  
4 Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
5 Attn: M. Rebecca Wilson  
6 215 North Eola Drive  
7 Post Office Box 2809  
8 Orlando, FL 32801-3344  
9 (407) 843-4600

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11 Tax Parcel ID(s): 25-22-29-8208-00-091, 25-22-29-3634-15-100, 25-22-29-3634-00-131,  
12 25-22-29-3634-16-000, 25-22-29-3634-00-150, 25-22-29-3634-13-100

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16 **SCHOOL IMPACT FEE AGREEMENT**  
17 **REGARDING AN ALTERNATIVE IMPACT FEE CALCULATION**  
18 **FOR RADIUS f/k/a BANNER**  
19 **#18-0001**  
20

21 This SCHOOL IMPACT FEE AGREEMENT REGARDING AN  
22 ALTERNATIVE IMPACT FEE CALCULATION FOR RADIUS (the "Agreement"),  
23 effective as of the latest day of execution (the "Effective Date"), is made and entered into  
24 by and among Radius Owner, LLC, a Delaware limited liability company, whose mailing  
25 address is 500 Skokie Blvd., Ste. 600, Northbrook, IL 60062 ("Owner"); CITY OF  
26 ORLANDO, whose mailing address is 400 South Orange Avenue, Orlando, Florida 32801  
27 ("Municipality"); THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body  
28 corporate and political subdivision of the State of Florida, whose address is 445 West  
29 Amelia Street, Orlando, Florida 32801 ("OCPS"), and Orange County, a charter county  
30 and political subdivision of the State of Florida, whose mailing address is c/o County  
31 Administrator, P.O. Box 1393, Orlando, FL 32802-1393 ("County"). Owner, OCPS,  
32 Municipality and County are sometimes collectively referred to herein as the "Parties."

33 **WITNESSETH:**

34 WHEREAS, Owner holds fee simple title to certain real property, as generally  
35 depicted on Exhibit "A" and more particularly described on Exhibit "B," both attached  
36 hereto and incorporated herein by this reference (the "Property"); and

City Council Meeting: 12-10-18  
Item: C-14 Documentary: 18120014

1           WHEREAS, Owner intends to develop all or a portion of the Property as a  
2 multifamily apartment complex with 389 multifamily units, known as Radius (“the  
3 Project”); and

4           WHEREAS, pursuant to Sections 23-144 and -145 of the Orange County Code, as  
5 may be amended (the “Alternative School Impact Fee Code”), Owner conducted an  
6 alternative school impact fee study titled the “Alternative Impact Fee Calculation for  
7 Banner Development Final” (the “Study”) to calculate an alternative school impact fee  
8 (“Alternative Impact Fee”) calculation for the Project and show that the Project will  
9 generate fewer school age children than would be expected under the current student  
10 generation rate for multifamily residential development established in the Orange County  
11 Public Schools School Impact Fee Study Updated Final Report dated February 5, 2016, as  
12 may be amended from time to time (“Updated Final Report”);

13           WHEREAS, the purpose of the Study is to determine whether the permanent  
14 physical characteristics and limitations of the Project will result in a reduced student  
15 generation rate initially and during the useful life of the improvements of the Project as  
16 compared to the student generation rate for multifamily residential development in  
17 accordance with the Updated Final Report;

18           WHEREAS, Owner submitted the Study and the Alternative Impact Fee calculation  
19 to County prior to the issuance of any building permit for the Project; and

20           WHEREAS, on February 8, 2018, County conditionally accepted Owner’s  
21 Alternative Impact Fee calculation with an anticipated Alternative Impact Fee calculation  
22 of \$598.25 per unit, subject to the terms and conditions hereafter set forth; and

23           WHEREAS, the Parties are entering into this Agreement pursuant to the Alternative  
24 School Impact Fee Code.

25           NOW, THEREFORE, in consideration of the premises contained herein and other  
26 good and valuable consideration exchanged by and among the Parties, the receipt and

1 sufficiency of which are hereby acknowledged, the Parties hereto stipulate and agree as  
2 follows:

3 1. ***Recitals.*** The above recitals are true and correct and are incorporated herein  
4 by this reference.

5 2. ***Conditional Acceptance of Alternative Impact Fee Calculation.*** Subject  
6 to the terms and conditions set forth in sections 3, 4 and 5 of this Agreement, County  
7 conditionally accepts the Alternative Impact Fee calculation submitted by Owner.

8 3. ***Establishment of Student Threshold and Threshold Amount.*** Owner,  
9 County, Municipality, and OCPS hereby agree and accept that the student generation rate  
10 for the Project as set forth in the Alternative Impact Fee calculation submitted by Owner  
11 shall be 0.0284 per multifamily residential dwelling unit (“SGR”), for a total of 11 students  
12 generated for the Project (“Student Threshold”). Owner, County, Municipality and OCPS  
13 hereby agree and acknowledge that Owner shall pay to Municipality on behalf of OCPS  
14 the alternative impact fee payment in the amount of \$232,719.25 for the Project  
15 (“Alternative Impact Fee”).

16 4. ***Monitoring.***

17 (a) Within the applicable time frame, defined below, “monitoring” shall  
18 be conducted by OCPS. For purposes of this Agreement, the term “monitoring” shall mean  
19 the monitoring and auditing process and reporting process as set forth below:

20 (i) Monitoring and auditing process: No more than two (2)  
21 times per year for a period of five (5) years from the date upon which Owner obtains a  
22 certificate of occupancy for the Project (“Term”), OCPS, at the sole cost and expense of  
23 the Owner, which such cost and expense shall not exceed the amount set forth in Section  
24 5(a) of this Agreement, shall conduct an audit of the number of students generated by the  
25 Project to determine if the student generation rate for the Project exceeds the Student  
26 Threshold set forth herein and calculated pursuant to the adopted Alternative Impact Fee  
27 calculation by reviewing the actual number of school age children generated at the address

1 associated with the Project (“Audited SG”). OCPS shall conduct the monitoring and  
2 auditing of the Project based on the student enrollment data for the Project prepared and  
3 compiled biannually by OCPS in October and February of each year.

4 (ii) Reporting process: The Parties recognize that, in order to  
5 ensure adequate capacity is available as and when needed, OCPS needs as much lead time  
6 as possible to address any significant influx of new students generated by the Project over  
7 and above the anticipated Student Threshold. The Parties also recognize that it is possible  
8 that such a potential influx of students might not be discovered in time for OCPS to make  
9 arrangements to accommodate them if such potential students become residents at the  
10 Project shortly after one of OCPS’ semi-annual audits. Therefore, Owner agrees that it  
11 shall, to the extent permitted by applicable housing and privacy laws, if any, maintain an  
12 ongoing record of the number and address of school age children who are authorized by  
13 lease to reside within the Project. If at any time during the Monitoring Period such number  
14 exceeds the Student Threshold by five percent (5%) Owner shall, within ten (10) days after  
15 becoming aware of same, report such number in writing to OCPS (the “Reported SG”).  
16 Upon thirty (30) days from written request from OCPS but no more than two (2) times per  
17 year, Owner, at Owner’s sole cost and expense, shall provide a written report to OCPS of  
18 the Reported SGR. Owner further agrees, at Owner’s sole cost and expense, to promptly  
19 and diligently provide written notice to OCPS of any material modifications to the  
20 permanent physical characteristics and limitations of the Project, or any material changes  
21 to the composition of occupied units within the Project by Owner, which could reasonably  
22 be expected to cause an increase in the student generation rate for the Project.

23 (b) The SGR identified in the Alternative Impact Fee calculation and  
24 Student Threshold shall be the benchmark value for comparison against the monitoring  
25 results.

26 5. *Payments.*

1           (a)     Within thirty (30) days of the Effective Date, Owner shall pay to  
2 OCPS an amount equal to Two Thousand and No/00 Dollars (\$2,000.00) to cover the  
3 anticipated costs of conducting the monitoring over the Term (“Monitoring Fee”). In the  
4 event OCPS is required to expend any funds in excess of the Monitoring Fee or otherwise  
5 retain or engage an independent consultant to conduct the monitoring required hereunder  
6 (“Additional Monitoring Costs”), OCPS shall provide written notice to Owner of the actual  
7 costs incurred by OCPS to conduct the monitoring and Owner shall be responsible for  
8 paying OCPS any Additional Monitoring Costs within thirty (30) days of receipt of any  
9 invoice from OCPS, provided; however, in no event shall Owner be responsible for  
10 additional monitoring fees in excess of Four Thousand and No/00 Dollars (\$4,000.00)  
11 during the Term of this Agreement.

12           (b)     If the Audited SG or Reported SG (collectively, the “Actual SG”)   
13 exceeds the Student Threshold and SGR set forth in the Alternative Impact Fee calculation,  
14 Owner shall pay the difference between the Alternative Impact Fee conditionally accepted  
15 by the Municipality under section 2 above, and any additional fee shown to be owing (the  
16 “Additional School Impact Fee”). The Additional School Impact Fee shall be calculated  
17 by multiplying the difference between Actual SG and Student Threshold by \$21,065.00, in  
18 effect at the time of the monitoring, as shown below:

19           (Actual SG-Student Threshold) x \$21,065.00 = Additional School Impact Fee

20

21 Upon payment of any Additional School Impact Fee, the Student Threshold shall be  
22 increased to the Actual SG as the benchmark for additional / forthcoming monitoring by  
23 OCPS and self-reporting by Owner.

24           (c)     OCPS shall provide written notice to Owner and Municipality  
25 outlining the Actual SG, Student Threshold and Additional School Impact Fee (“Additional  
26 Fee Notice”) Owner shall pay the Additional School Impact Fee to Municipality within  
27 thirty (30) days of Owner’s receipt of the Additional Fee Notice.

1 (d) If monitoring shows a decreased SGR, Owner shall not be entitled  
2 to any refund.

3 (e) Once paid to Municipality, the Alternative Impact Fee, Monitoring  
4 Fee, and/or Additional School Impact Fee are all non-refundable.

5 (f) Notwithstanding anything herein seemingly to the contrary, the total  
6 amount of Owner's payment(s) of the Alternative Impact Fee and any Additional School  
7 Impact Fee(s) shall not exceed the total amount of the school impact fee that would have  
8 been payable pursuant to the fee schedule set forth in Article V of Chapter 23 of the Orange  
9 County Code (the "School Impact Fee Ordinance") which was in effect on the Effective  
10 Date.

11 6. ***Expansion of Development.*** This Agreement is effective only for the limits  
12 and scope of the Project as identified, described, and approved for development by  
13 Municipality as of the Effective Date. In the event the Project expands or is altered after  
14 the Effective Date, Owner, its successors, and/or assigns shall be subject to Municipality's  
15 development review process and OCPS' capacity and concurrency processes, which may  
16 include payment of additional school impact fees pursuant to the fee schedule set forth in  
17 the School Impact Fee Ordinance.

18 7. ***Successors and Assigns.*** This Agreement shall be binding upon, and shall  
19 inure to the benefit and burden of, the heirs, legal representatives, successors, and assigns  
20 of the Parties and shall run with Property and be binding upon the successors and assigns  
21 of Owner and upon any person, firm, corporation, or entity who may become a successor  
22 in interest to Property.

23 8. ***Notices.*** Any notice delivered with respect to this Agreement shall be in  
24 writing and shall be deemed to be delivered (whether or not actually received) (i) when  
25 hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice  
26 in the United States Mail, postage prepaid, certified mail, return receipt requested,  
27 addressed to the person at the address set forth opposite the party's name below, or at such

1 other address or to such other person as the party shall have specified by written notice to  
2 the other party delivered in accordance herewith:

3

4 As to Owner: Radius Owner, LLC  
5 500 Skokie Blvd., Suite 600  
6 Northbrook, IL 60062  
7 Attn: Tom Suminski

8

9 With a copy to: General Counsel  
10 Banner Real Estate Group  
11 500 Skokie Blvd., Suite 600  
12 Northbrook, IL 60062

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15 As to County: Director, Orange County Public Works Department  
16 4200 South John Young Parkway  
17 Orlando, Florida 32839

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19 With copies to: Orange County Public Works Department  
20 Manager, Traffic Engineering Division  
21 4200 South John Young Parkway  
22 Orlando, Florida 32839

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As to Municipality: City Planning Division, Economic Development  
Department  
City of Orlando  
400 S. Orange Avenue  
Orlando FL 32802-4990

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2 With a copy to: City Attorney's Office  
3 City of Orlando  
4 400 S. Orange Avenue  
5 Orlando FL 32802-4990  
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7 9. **Recordation of Agreement.** The Parties hereto agree that this Agreement  
8 shall be recorded in the Public Records of Orange County, Florida, at Owner's expense,  
9 within ten (10) business days of the Effective Date.

10 10. **Applicable Law.** This Agreement and the provisions contained herein shall  
11 be construed, controlled, and interpreted according to the laws of the State of Florida, and  
12 in accordance with the Orange County Code.  
13

14 11. **Specific Performance.** County, Municipality, OCPS, and Owner shall each  
15 have the right to enforce the terms and conditions of this Agreement only by an action for  
16 specific performance. Notwithstanding the foregoing statement, nothing herein precludes  
17 Municipality from imposing a lien(s) against the Property for non-payment of impact fees.  
18 Venue for any action(s) initiated under or in connection with this Agreement shall be in  
19 the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

20 12. **Attorney Fees** In the event any party hereto brings an action or proceeding,  
21 including any counterclaim, cross-claim, or third party claim, against another party arising  
22 out of this Agreement, each party in such action or proceeding, including appeals  
23 therefrom, shall be responsible for its own attorney and other legal fees.

24 13. **Amendments.** No amendment, modification, or other change to this  
25 Agreement shall be binding upon the Parties unless in writing and executed by all the  
26 Parties hereto.

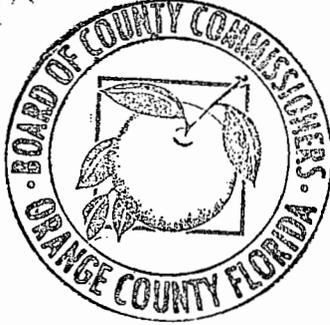
1           14.    **Construction of Agreement.** Captions of the sections of this Agreement are  
2 for convenience and reference only, and the words contained therein shall in no way be  
3 held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of  
4 the provisions of this Agreement.

5           15.    **Counterparts.** This Agreement may be executed in up to four (4)  
6 counterparts, each of which shall be deemed an original, and all of which together shall  
7 constitute one and the same instrument.

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**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

1  
2           IN WITNESS WHEREOF, County, Municipality, OCPS, and Owner have caused  
3 this Agreement to be duly executed by their respective duly authorized representatives on  
4 the dates set forth below.  
5  
6



**COUNTY**  
ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: *Terry L. Demings*  
Terry L. Demings  
Orange County Mayor

Date: 29 January 2019

18 ATTEST: Phil Diamond, CPA, County Comptroller  
19 As Clerk of the Board of County Commissioners

20  
21 By: *Katie Smith*  
22 Deputy Clerk

23           **Katie Smith**  
24 Print name: \_\_\_\_\_  
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ATTEST:  
By: Denise Aldridge  
Denise Aldridge, City Clerk

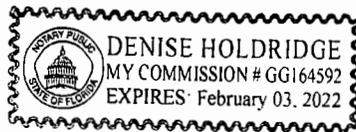
CITY OF ORLANDO, FLORIDA, a municipal corporation, organized and existing under the laws of the State of Florida (SEAL)

By: [Signature]  
Mayor / Mayor Pro Tem  
Date: 12-10-18

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STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing was acknowledged before me this 10 day of DECEMBER, 2018, By BODDY DYER, Mayor / ~~Pro Tem~~ and DENISE ALDRIDGE, City Clerk, who is personally known to me who did (did not) take an oath.



Denise Holdridge  
Name  
Notary Public  
Serial Number: GG164592  
My Commission Expires: 2-3-22

FOR THE USE AND RELIANCE OF  
CITY OF ORLANDO ONLY.

Approved as to form and legality,  
[Signature]  
Melissa Clarke, Esq.  
Assistant City Attorney  
City of Orlando, Florida

City Council Meeting: 12-10-18  
Item: C-14 Documentary: 181210C14

1

Signed, sealed and delivered in the presence of:

  
Print Name: Susan M. Adams

  
Print Name: Marlene Pagan

“OCPS”

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a public corporate body and political subdivision of the State of Florida

By:   
William E. Sublette, at his Chairman

Date: 11/15/18

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STATE OF FLORIDA )

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) s.s.:

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COUNTY OF ORANGE )

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The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of November, 2018, by William E. Sublette, as Chairman of The School Board of Orange County, Florida, a public corporate body and political subdivision of the State of Florida, on behalf of The School Board. He is personally known to me or had produced \_\_\_\_\_ (type of identification) as identification and has acknowledged that he/she signed the instrument voluntarily for the purpose expressed in it.

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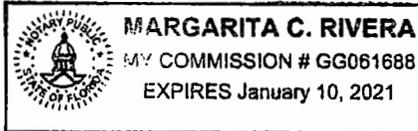
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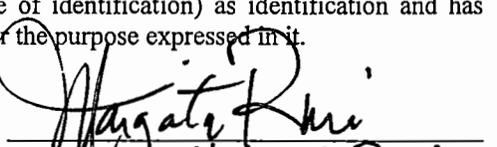
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Notary Public  
Printed Name: Margarita Rivera  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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WITNESSES:

THE SCHOOL BOARD OF ORANGE  
COUNTY, FLORIDA, a public corporate body and  
political subdivision of the State of Florida

Mariette Regan  
Print Name: Mariette Regan

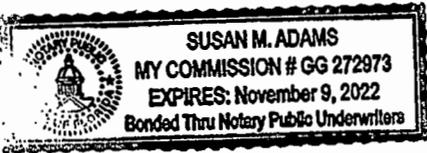
By: [Signature]  
Barbara M. Jenkins, Ed.D.,  
as its Superintendent

[Signature]  
Print Name: Nancy L. Conner

Date: 11-16-18

STATE OF FLORIDA )  
 ) s.s.:  
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of November, 2018,  
by Barbara M. Jenkins, Ed.D., as Superintendent of The School Board of Orange County, Florida, a public  
corporate body and political subdivision of the State of Florida, on behalf of The School Board. She is  
~~personally known to me~~ or had produced \_\_\_\_\_ (type of identification) as  
identification and has acknowledged that he/she signed the instrument voluntarily for the purpose expressed  
in it.



[Signature]  
Notary Public  
Printed Name: Susan M. Adams  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Approved as to form and legality by legal  
counsel to The School Board of Orange  
County, Florida this 15<sup>th</sup> day of  
Nov, 2018, for its  
exclusive use and reliance.

Reviewed and approved by Orange County  
Public Schools Chief Facilities Officer this 15<sup>th</sup>  
day of Nov, 2018.

By: [Signature]  
Laura L. Kelly, Esquire

By: [Signature]  
John T. Morris, Chief Facilities Officer

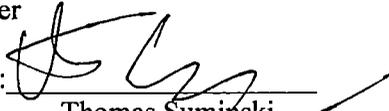
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**OWNER**

**Radius Owner, LLC**, a Delaware limited liability company

By: Radius JV, LLC, a Delaware limited liability company, its managing member

By: Radius Manager, LLC, a Delaware limited liability company, its Manager

By:   
Thomas Suminski  
Vice President

Date: November 2, 2018

**WITNESSES:**

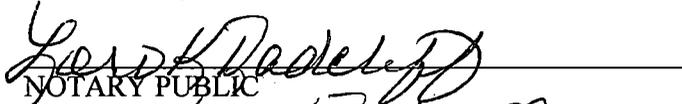
  
Print Name: Jennifer E. Nichols

  
Print Name: Hannah Trudeau

STATE OF ILLINOIS  
COUNTY OF COOK

THE FOREGOING instrument was acknowledged before me by Thomas Suminski, as the Vice President of Radius Manager, LLC, which is the manager of Radius JV, LLC, which is the managing member of Radius Owner, LLC, who is known by me to be the person described herein, this 2nd day of November, 2018. He is personally known to me and has acknowledged that he/she signed the instrument voluntarily for the purpose expressed in it.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of November, 2018.

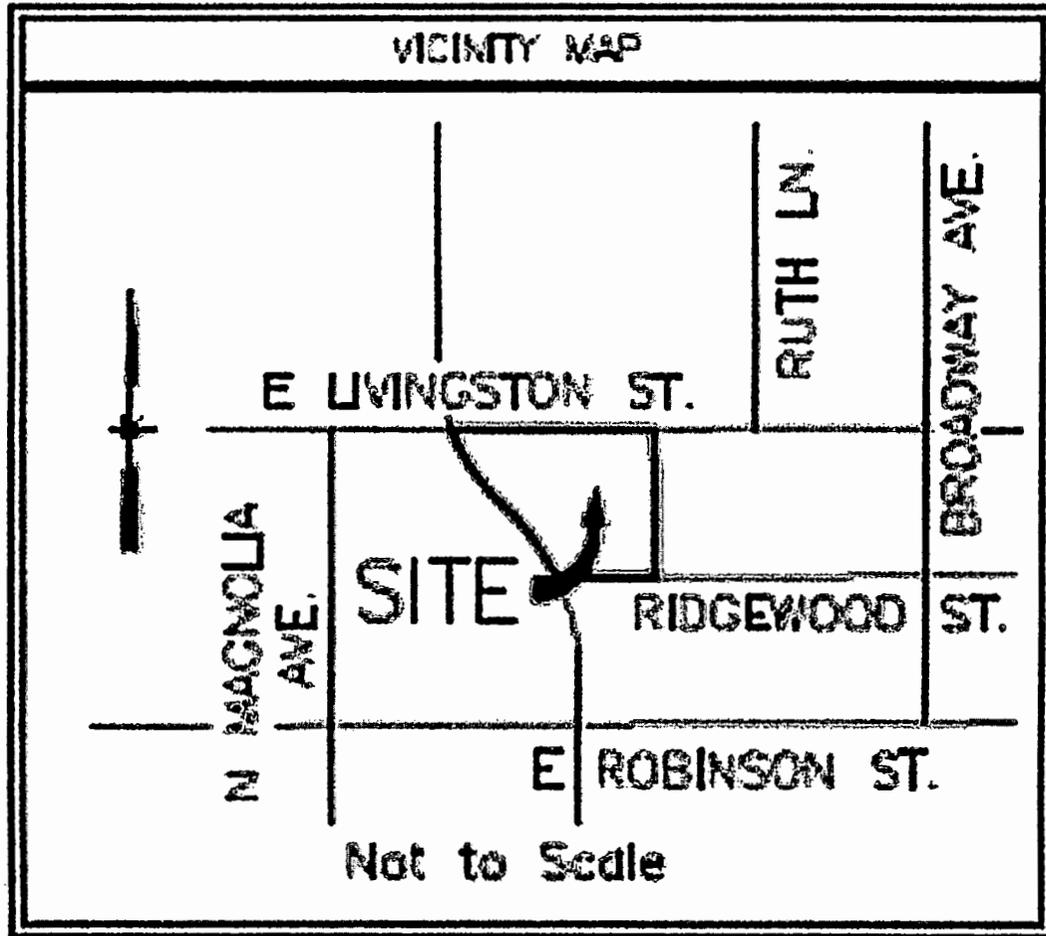
  
NOTARY PUBLIC  
Print Name: Lori K Radcliff  
My Commission Expires: 10/02/2020



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Exhibit "A"

Project location map



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**Exhibit "B"**

**RADIUS**

25-22-29-8208-00-091,  
25-22-29-3634-15-100,  
25-22-29-3634-00-131,  
25-22-29-3634-16-000,  
25-22-29-3634-00-150,  
25-22-29-3634-13-100

**Legal Description and Sketch of Description for the Property:**

PARCEL 1:

That part of Lots 8 and 9 lying Easterly of the East right-of-way line of Rosalind Avenue, (also known as S.R. 527), of SPEIR'S ADDITION TO ORLANDO, according to the Plat thereof, as recorded in Plat Book B, Page 124, and the West 1/2 of vacated N. Rosalind Ave. as set forth in Ordinance No. 2018-13, recorded in Official Records Instrument 20180128830 of the Public Records of Orange County, Florida.

PARCEL 2:

The North 38 feet of Lot 15, of HILLMAN'S 2nd ADDITION TO ORLANDO according to the map or plat thereof as recorded in Plat Book "D" at Page 85, and the East 1/2 of vacated N. Rosalind Ave. as set forth in Ordinance No. 2018-13, recorded in Official Records Instrument 20180128830 of the Public Records of Orange County, Florida.

PARCEL 3:

Lot 14 and the West 23.5 feet of Lot 13, HILLMAN'S 2nd ADDITION TO ORLANDO, as recorded in Plat Book D, page 85, Public Records of Orange County, Florida, and the South 100.00 feet of Lot 15, HILLMAN'S 2nd ADDITION TO ORLANDO, as recorded in Plat Book D, page 85, and the East 1/2 of vacated N. Rosalind Ave. as set forth in Ordinance No. 2018-13, recorded in Official Records Instrument 20180128830 of the Public Records of Orange County, Florida, LESS the North 5.00 feet of Lots 14 and 13 lying East of the Westerly 47.33 feet of Lot 14.

PARCEL 4:

Lot 16, of HILLMAN'S 2ND ADDITION TO ORLANDO according to the map or plat thereof as recorded in Plat Book D, Page 85, of the Public Records of Orange County, Florida.

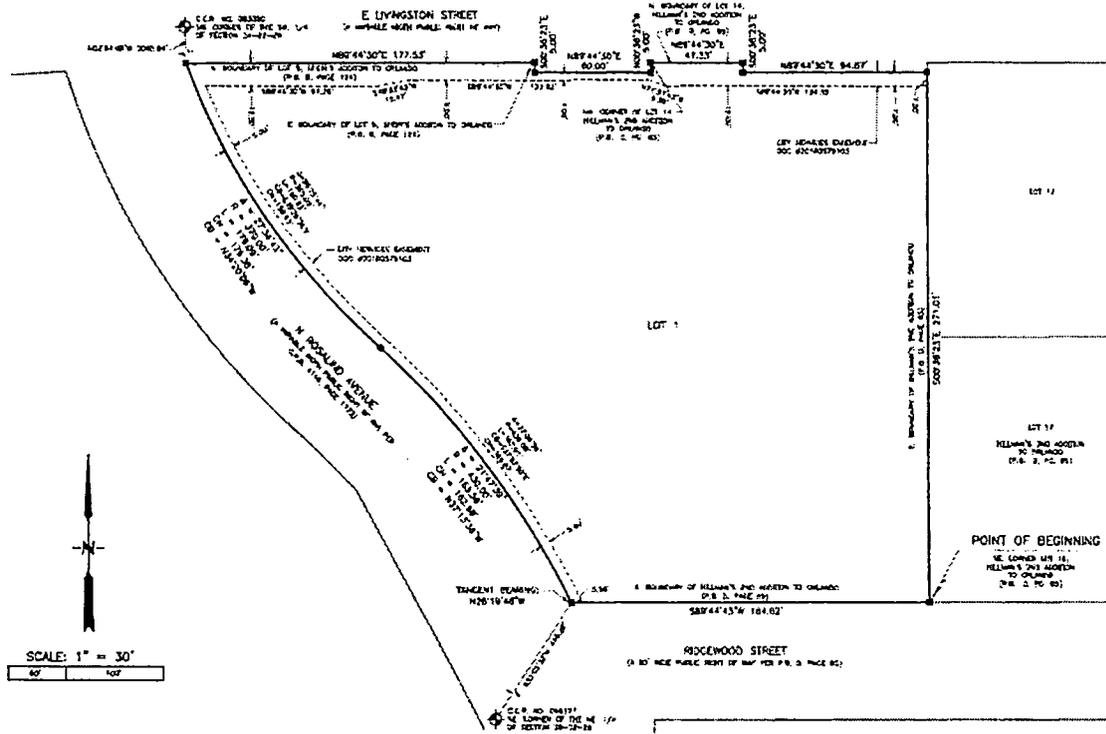
PARCEL 5:

The East 47.33 feet of Lot 13, HILLMAN'S 2ND ADDITION TO ORLANDO, according to the plat thereof as recorded in Plat Book D, Page 85, of the Public Records of Orange County, Florida, LESS road right of way.



1 Also described as follows per ALTA/NSPS Land Title Survey made by Jones, Wood &  
2 Gentry, Inc., Professional Surveyors and Mappers, being Job No. 29160:

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4  
5 BEGIN at the Southeast corner of Lot 16, HILLMAN'S SECOND ADDITION TO  
6 ORLANDO, according to the plat thereof as recorded in Plat Book D, Page 85, Public  
7 Records of Orange County, Florida, thence South 89 degrees 44 minutes 43 seconds West  
8 184.62 feet along the South boundary of said HILLMAN'S SECOND ADDITION TO  
9 ORLANDO to the beginning of a non-tangent curve concave Southwesterly and having a  
10 radius of 430.00 feet; thence from a tangent bearing of North 26 degrees 19 minutes 48  
11 seconds West run Northwesterly 163.56 feet along the arc of said curve through a central  
12 angle of 21 degrees 47 minutes 39 seconds to a tangent curve concave Northeasterly having  
13 a radius of 370.00 feet and a central angle of 27 degrees 34 minutes 43 seconds; thence  
14 Northwesterly 178.09 feet to a point on the North boundary of Lot 9, SPEIR'S ADDITION  
15 TO ORLANDO, according to the plat thereof as recorded in Plat Book B, Page 124, thence  
16 North 89 degrees 44 minutes 30 seconds East 177.53 feet along said North boundary to a  
17 point on the East boundary of said Lot 9, thence South 00 degrees 36 minutes 23 seconds  
18 East 5.00 feet along said East boundary, thence North 89 degrees 44 minutes 30 seconds  
19 East 60.00 feet, thence North 00 degrees 36 minutes 23 seconds West 5.00 feet to the  
20 Northwest corner of Lot 14 of said HILLMAN'S SECOND ADDITION TO ORLANDO,  
21 thence North 89 degrees 44 minutes 30 seconds East 47.33 feet along the North boundary  
22 of said Lot 14, thence South 00 degrees 36 minutes 23 seconds East 5.00 feet, thence North  
23 89 degrees 44 minutes 30 seconds East 94.67 feet to the a point on the East boundary of  
24 Lots 13 and 16 of said HILLMAN'S SECOND ADDITION TO ORLANDO; thence South  
25 00 degrees 36 minutes 23 seconds East 271.01 feet along said East boundary to the POINT  
26 OF BEGINNING.  
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S:\RAIfonso\Impact Fee Committee, fka ARIFC\Alt school imp fee Monitoring Agreement 050418 with OCPS input updated June 2018.docx